

# BEML LIMITED

(A Govt. of India Mini Ratna Company Under Ministry of Defence)

CIN : L35202KA1964GOI001530

REGD OFFICE : BEML SOUDHA

23/1, 4th Main, S.R. Nagar, Bengaluru - 560 027



## Purchase Order

| Ordering Plant Address  |
|---|
| BEML Limited,<br>Regd. Office : BEML Soudha, No 23/1,,4th<br>Main S.R. Nagar,<br>Bangalore - 560027<br>Karnataka - 29<br>India<br>TEL : 080-22963179<br>FAX : 080-25242942<br>EMAIL : gmcm@beml.co.in<br>GST No : 29AAACB8433D1ZU |
| Vendor Address  |
| Connectivity IT Solutions Pvt Ltd<br>No.1877, 1st Floor, 31st Cross,<br>10th Main, Banashankari 2nd stage,<br>Bangalore- 560070<br>Karnataka - 29<br>India<br>GST No : 29AAGCC1283L1ZC  |

| Information         |                        |
|---------------------|------------------------|
| Document Number     | HQ00/CPC/4510004329/0  |
| Date                | 25.01.2022             |
| Your Reference      |                        |
| Vendor No.          | 661642                 |
| EM No.              |                        |
| Currency            | INR                    |
| Buyer               | COR PUR CELL           |
| Phone               | 080-22963245           |
| Fax                 |                        |
| E Mail              | purchase.hq@beml.co.in |
| Delivery Date       | 31.03.2022             |
| Your Quotation      | GEM BID                |
| Your Quotation Date | 11.01.2022             |

Dear Sirs,

Please supply the following materials in accordance with the TERMS AND CONDITIONS specified in addition to the GENERAL TERMS AND CONDITIONS attached/ overleaf: **For any clarifications, please contact the Ordering Plant only.**

**Terms of payment** As Mentioned Below Currency INR

**Terms of delivery** FDD(FOR Door Delivery) /

**Legacy PO Number** GEM/2021/B/1651615 dtd 05-11-2

Supply installation, & commissioning of 06 No FIREWALLS at various locations.

(Make : Fortinet, FortiGate®FortiWiFi 40F Series, Next Generation Firewall Secure SD-WAN)

- BEML is looking for an enterprise class SECURE SD-WAN solution for branch offices having onsite SECURE SD-WAN Controller. The solution should enable BEML to connect its offices via Hybrid WAN and manoeuvre traffic with End-to-End Security.
- You should supply & install Firewall and Centralized Management & Analyzer system as mentioned in this document.
- The SECURE SD-WAN solution should support various network topologies i.e. Hub and Spoke, Mesh etc.
- The SECURE SD-WAN solution should be able to distribute the load on available paths and auto-failover to links having better performance.
- The SECURE SD-WAN solution should have inbuilt QoS mechanism which is having application level awareness, giving bandwidth priority to the most critical applications. This may include dynamic path selection, sending an application on a faster link, or even splitting an application between two paths to improve performance by delivering it faster.
- The data/voice/video traffic should be routable not only by policies but also by the performance of the link such as jitter, latency, packet loss etc. SECURE SD-WAN solution should improve Video conference performance between offices and it should take care of automatic traffic steering through better performance link.
- Solution should be in the form of Hardware Appliance at DC/DR. For other locations, Hardware Appliance with Desktop/1U form factor with single power supply.
- SECURE SD-WAN solution should have on-premise management console/controller to manage all the edge devices.
- The SECURE SD-WAN devices should be capable of HA deployment i.e. Active/Passive and should be capable of

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auto failover in case active device fails.

- The SECURE SD-WAN device should be capable to use all the available links like MPLS or Internet link.
- The SECURE SD-WAN device should have the ability to bind multiple MPLS links and/or public internet links.
- In 27 ROs / DOs, the SECURE SD-WAN devices must handle / match the performance as mentioned on the RFP Specification.
- The SECURE SD-WAN should be able to load balance across links simultaneously or leverage the secondary link for spill-over if the bandwidth required for one session exceeds the available bandwidth on the best link. This lets high bandwidth applications have as much bandwidth as they need to perform optimally.
- The SECURE SD-WAN should have the ability to bind multiple MPLS links and an MPLS link with public internet link.
- The SECURE SD-WAN device should have capability to forward traffic via specific WAN paths depending on predefined application policies and performance needs.
- The SECURE SD-WAN should continuously assess performance of critical voice, video, or data applications at any given time.
- The SECURE SD-WAN solution should support encryptions for end-to-end communication. The solution should use standard encryption technology, such as AES256 or above to provide secure connectivity over any type of WAN link. Rekeying functionality should be available in the solution for encryptions.
- The SECURE SD-WAN solution should come with a web-based administration interface and GUI.
- The SECURE SD-WAN should be able to generate system events/logs for events that have taken place in the system such as a login, changes to configuration and system related errors or warnings.
- The SECURE SD-WAN should be able to integrate with SIEM Solution which is planned for procurement in future.
- You should integrate the Firewall Logs to SIEM Solution whenever it is available.

### A. Firewall Performance & Features requirements.

1. Security appliance should have a minimum throughput of 5 Gbps firewall throughput
2. Should support at least 500000 concurrent sessions & 35,000 connections/sec
3. Should support SSL Inspection throughput of 300 Mbps or more.
4. Should support Policy based routing, RIPv1 and v2, OSPF v2 and v3, ISIS, BGP4.
5. Multicasting must be supported in device
6. It should load balance & support automated Failover for 3 ISP's or more. (Broadband, ILL, Modem).
7. Security solution must support IP, MAC User based policies
8. Security solution must integrate with Open LDAP, Radius, AD for user based policy.
9. Should support Active-Active & Active-standby when deployed in HA.
10. Should provide minimum Real world Threat Prevention Firewall throughput of 500 Mbps with Firewall, Application Control, anti Malware& IPS enabled measured with (Real World / Enterprise Mix / IMIX).
11. Solution should have WAN Path Controller and Link Health Monitoring for better application performance. Link Health monitor must identify latency, jitter and packet loss for each ISP.
12. Security solution must support Asset tagging to segregate secured, intellectual propitiatory and unsecured devices. Based on the Asset should be able to define intent based policy
13. Security solution should have comprehensive security controls on SSH Man-in-the-Middle (MITM) deep inspections. Like IPS Inspection on tunneled traffic and detect / prevent MITM attach etc..
14. Security solution must have the following support for IPv6: Management over IPv6, IPv6 routing protocols, IPv6 tunneling, firewall and UTM for IPv6 traffic, NAT46, NAT64, IPv6 IPsec VPN.
15. Security solution must support Active-passive, active-active and virtual clusters for high availability.

### B. Hardware Architecture

1. Security solution must have 5 x 1GE RJ45 from day1.
2. Security solution must have dedicated console port RJ45 and 1 no's USB Port
3. Security solution must have the capability to virtualize one physical firewall into minimum of 5 virtual firewalls.

### C. VPN

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1. Security solution must have minimum VPN throughput of 3 Gbps or more.
2. Security solution must support IPSec & 50 SSL VPN. With necessary licenses from day 1.
3. Should support the following IPSEC VPN deployment modes: Gateway-to-gateway, hub-and-spoke, full mesh, redundant-tunnel, VPN termination in transparent mode,
4. Solution should have MAC host check per portal for SSL VPN.
5. Security solution must support following OS (MAC OSX, Linux, Windows Vista and with 64-bit Windows operating systems) while connecting to office using SSL VPN.

### D. Anti-Virus & Anti-BOT capabilities

1. Security solution must have Gateway Antivirus features in it which must support scanning for protocols such as SMTP/SMTPs, POP/POPs, HTTP/HTTPs.
2. It should be capable to detect & prevent virus such as Trojan, malwares, malicious data etc. at gateway level.
3. Security solution must offer anti-bot capabilities from day1. Add required licensing cost if it is an additional module
4. Security solution must analyze BOT applications from client machines & must block all connections to C&C center.
5. Security solution should Detect unknown attacks using dynamic analysis and provides automated mitigation to stop targeted attacks (Cloud based Sandboxing License must be included.)
6. Security solution should support be capable to remove exploitable content and replace it with content that is known to be safe. (CDR)
7. Security solution should have capability of virus outbreak Detection and prevention using checksums to filter files.

### E. Web-Content filtering & Network DLP

1. Security solution should Consist 200 Million URL's under 75+ Categories based web-sites filtering over http/https protocols by default excluding Custom URL / Category.
2. Security solution must understand websites of different languages & rate them.
3. It must support option to override the URL/category on User/User-group basis.
4. Security solution should support External Web Filter dynamic black lists which could be hosted on an HTTP server
5. Security solution should be able to block or allow matched Specific YouTube channels using Channel ID.
6. Security solution should support DLP over Protocol: HTTP-POST, SMTP, POP3, IMAP, MAPI, NNTP
7. Security solution DLP must have Predefined filter for Credit card number
8. Security solution DLP must support water marking and fingerprinting.

### F. Application-Control

1. Should be able to identify & control all commonly used web 2.0 applications & should be able to detect minimum 4000 applications.
2. It must support applications such as Torrent, P2P, Botnets, Games, Social networks irrespective of their websites.
3. Security solution should support to create custom application signatures.
4. Security solution should have capability to protect critical applications by enforcing granular application usage with traffic shaping.
5. Security Solution must have capability to identify the YouTube Video Name browsed by the end user.

### G. IPS

1. Security solution must have IPS throughput of 500 Mbps or more (measured with real world traffic mix)
2. It should support minimum 10000+ signature Data Base for IPS
3. Security solution must have provision to create custom signatures for IPS
4. Security solution must have the following minimum IPS controls for detection and prevention of drive-by exploits detection, Replacement message, fail-open, protocol decoders, signature rate count threshold and geography location filters
5. IPS must have capability to define filters based on Severity, target, OS, application, and/or protocol

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1. Payment terms: 100% payment on 30th day for MSEs and for others on day 60th day from the date of completion of work i.e. supply, installation & commissioning and submission of invoice along with #Final Acceptance Certificate# issued by BEML & duly certified by user department.

2. Performance Bank Guarantee

Within 30 days of receipt of the Work Order/Purchase order from the BEML Limited, the successful Bidder shall furnish to BEML Limited a Security in the form of Performance Bank Guarantee issued by any Scheduled Commercial Bank in India authorized by Reserve Bank of India for an amount of 10% of the Contract value (without taxes) as per format

The Performance Bank Guarantee should be valid for a period of six months beyond the expiry date of the contract.

3. Delivery & Installation: Within 04-08 weeks from the date of release of PO.

4. Warranty Period: One year from date of Completion of work i.e. supply, installation & implementation.

5. Liquidated Damages (LD): If the Supplier exceeds any agreed delivery date (s) or period(s), purchaser shall levy LD for such delay @ 0.5% per week (7days) and part thereof, subject to a maximum of 5% of the value of the delayed portion of the Purchase Order. GST at applicable rates shall be charged extra on the liquidated damages recovered.

6. Ownership & Licenses: Ownership of networking device and software customized/ configured/ procured for BEML under this Project would lie with the BEML. All licenses of software/ hardware would be in the name of BEML LIMITED with registered address at BEML Soudha, 23/1, 4th Main, SR Nagar, Bangalore - 560027.

a. The entire license should be valid for lifetime. However, the updation should be provided as per the warranty criteria. It is also to mention that all the licenses should exclusively be in the name of the user. In this regard a certificate from the OEM mentioning the end user and its validity period should be provided by the bidder.

7. Risk Purchase Clause: In the event of Non Performance of the order, BEML reserves the right to avail the services from alternate source at the bidder risk and cost apart from recovery/en-cash of EMD/PBG.

8. Price Variation Clause: The rates quoted by the Bidder shall be firm throughout the contract period and there shall be no upward revision of the rates quoted by the Bidder for any reason what so ever.

9. Liability / Accident: The firm should indemnify and keep indemnified BEML Limited against all losses and claims for injuries and damages to any person or property whatsoever which may arise out of or in consequence of the construction or maintenance of the work and against all claims, demands, proceedings, damages, costs, changes, expenses whatsoever in respect thereof in relation thereto.

10. Security

The firm should not disclose any information pertaining to BEML. The password/encryption keys/other secrets should be kept confidential. The firm should provide the list of personnel handling the password/encryption keys/other secrets if any. They should adhere to the security policies established by BEML.

The firm should not tap/view/modify/route it to third party/disclose any information that is being handled in the BEML Network perimeter under any circumstances.

11. Documentation: The service provider should provide complete documentation of the network architecture, design document, troubleshooting procedure, escalation matrix and contingency plan to BEML LTD separately for both the project. The SP should enter into an separate SLA agreement for both the project before the submission of Invoice for any payment.

12. Turnkey approach :The contract is one in which the network vendor delivers, installs, implements and passes an acceptance test, training and documentation

13. All other terms & conditions as per Gem Tender GEM/2021/B/1651615 Dated: 05-11-2021

14. Supply installation, & commissioning of 06 No of FIREWALLS at various locations is as per Annexure-1 list.

| Item | Material/HSN Code | Quantity | UOM | Unit Price | Net Amount |
|------|-------------------|----------|-----|------------|------------|
|------|-------------------|----------|-----|------------|------------|

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| Item  | Material/HSN Code<br>/Description  | CGST   | Quantity<br>SGST/UGST | UOM<br>IGST | Unit Price<br>Cess | Net Amount<br>Net Tax  |
|---|------------------------------------|--------|-----------------------|-------------|--------------------|------------------------|
|   | /Description                       | CGST   | SGST/UGST             | IGST        | Cess               | Net Tax                |
| 1   | 8630401024<br>85176290<br>Firewall | 9.00 % | 1.000<br>9.00 %       | NO          | 49,139.83/ NO      | 49,139.83<br>8,845.16  |
| <b>SHIPPING ADDRESS:</b><br>BEML Limited,<br>Regd. Office : BEML Soudha, No 23/1,<br>4th Main S.R. Nagar,<br>560027 BANGALORE<br>INDIA<br>GST No : 29AAACB8433D1ZU<br>Delivery date: Day 31.03.2022 |                                    |        |                       |             |                    |                        |
| 2   | 8630401024<br>85176290<br>Firewall | 9.00 % | 1.000<br>9.00 %       | NO          | 49,139.83/ NO      | 49,139.83<br>8,845.16  |
| <b>SHIPPING ADDRESS:</b><br>BEML Limited,<br>Bangalore Complex<br>New Thippasandra Post<br>560075 BANGALORE<br>INDIA<br>GST No : 29AAACB8433D1ZU<br>Delivery date: Day 31.03.2022                   |                                    |        |                       |             |                    |                        |
| 3   | 8630401024<br>85176290<br>Firewall | 9.00 % | 2.000<br>9.00 %       | NO          | 49,139.83/ NO      | 98,279.66<br>17,690.34 |
| <b>SHIPPING ADDRESS:</b><br>BEML Limited,<br>E M division,<br>BEML Nagar,<br>563115 KOLAR GOLD FIELDS<br>INDIA<br>GST No : 29AAACB8433D1ZU<br>Delivery date: Day 31.03.2022                         |                                    |        |                       |             |                    |                        |
| 4   | 8630401024<br>85176290<br>Firewall | 9.00 % | 1.000<br>9.00 %       | NO          | 49,139.83/ NO      | 49,139.83<br>8,845.16  |
| <b>SHIPPING ADDRESS:</b>  |                                    |        |                       |             |                    |                        |

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| Item  | Material/HSN Code<br>/Description   | CGST | Quantity<br>SGST/UGST | UOM<br>IGST   | Unit Price<br>Cess | Net Amount<br>Net Tax |
|---|---|------|-----------------------|---------------|--------------------|-----------------------|
|   | BEML Limited,<br>Mysore - Truck Division<br>Belavadi Post<br>570018 MYSORE<br>INDIA<br>GST No : 29AAACB8433D1ZU<br>Delivery date: Day 31.03.2022  |      |                       |               |                    |                       |
| 5   | 8630401024<br>85176290<br>Firewall  |      | 1.000                 | NO<br>18.00 % | 49,139.83/ NO      | 49,139.83<br>8,845.17 |
|   | <b>SHIPPING ADDRESS:</b><br>BEML Limited,<br>Palakkad Complex<br>KINFRA WISE PARK<br>MENONPARA ROAD, KANJIKODE<br>678621 PALAKKAD<br>INDIA<br>GST No : 32AAACB8433D1Z7<br>Delivery date: Day 31.03.2022 |      |                       |               |                    |                       |
| Total net value Excl. tax   |   |      |                       |               | INR                | 2,94,838.98           |
| Total CGST  |   |      |                       |               | INR                | 22,112.91             |
| Total SGST/UTGST  |   |      |                       |               | INR                | 22,112.91             |
| Total IGST  |   |      |                       |               | INR                | 8,845.17              |
| Total Tax Values  |   |      |                       |               | INR                | 53,070.99             |
| Total net value Incl. tax   |   |      |                       |               | INR                | 3,47,909.97           |
| ( Rupees Three Lakhs Forty Seven Thousand Nine Hundred Nine and Ninety Seven Paise Only ) |   |      |                       |               |                    |                       |



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### (A) IMPORTANT NOTES

- 1) Time of delivery is the essence of this Contract.
- 2) This order is also governed by the conditions of BEML as detailed in form no 8205350535 as per revised purchase manual / enclosed herewith.
- 3) To avoid non-acceptance, ensure to indicate P.O.NO, ITEM NO, PART NO. AND VENDOR CODE in the Delivery Challan accompanying the material.
- 4) Inspection: by BEML / RITES / CQA / SQAE / at BEML / FIRMS WORKS.
- 5) Kindly acknowledge the delivery schedules and order acceptance within 15days or otherwise it will be deemed as accepted.
- 6) Liquidated damages and not by way of penalties will be recovered for delayed supplies @0.5% of the price of any stores not delivered per week or part thereof, subject to maximum of 5% of the value of the delayed portion of the Purchase Order. GST at applicable rates shall be charged extra on the Liquidated damages recovered.
- 7) All deliveries are to be made to "The Stores Manager" of the shipping address mentioned in this Purchase Order.
- 8) In case during RQAW inspection, Non-Conformance (NCR) having snags/ deviation or call memo (parts not ready for inspection is reported), a Penalty of Rs.3000/- will be levied every time.
- 9)
  - (a) Please note the Entrepreneur's Memorandum Number Indicated against your Vendor code. If there is any discrepancy or the EM No is missing ,Please furnish us the copy of certificate issued by DIC to update our records w.r.t MICRO,SMALL/MEDIUM Classification. This information is required to avail the benefit under the MSMED Act 2006 and New Public Procurement Policy for Micro and Small enterprises effective from April 2012.
  - (b) In order to ensure timely release of payments, please forward along with material the following documents:
    - (i) Duplicate invoice for transporter.
    - (ii) Original Invoice for buyer.
    - (iii) Quality related documents such as TCA certificates check sheets etc.
    - (iv) Guaranty/Warranty Certificate.
    - (v) Other documents as stipulated in PO.
  - (c) The payment is further subject to the following:
    - (i) The invoice shall be compliant with GST Law.
    - (ii) GST liability is to be discharged and ensure filing of outward supply details on GSTN portal within timeline prescribed. ( Covered under GST Terms and Condition at (B) )
    - (iii) Any debit note/supplementary invoice if any, is to be raised within September month following the respective Financial year or filing of annual return by BEML, whichever is earlier.
    - (iv) Any loss of tax credit due to the reason attributable to supplier shall be recovered from supplier along with Applicable interest and penalty.
- 10) You are requested to ensure that the vehicles used for transporting BEML items are
  - (i) Fully compliant with emission norms.
  - (ii) Having the renewed certificate issued by a competent authority.

Please note that in the absence of the above certificates the subject vehicles will not be allowed to enter/park

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inside the factory premises/ Division of M/s. BEML Limited. This is a mandatory requirement for ISO-14001:2015, Environment management System.

11) In case of subcontract/outsourcing activity, the contractor has to ensure that the contract workers wear appropriate PPE (Personnel Protective Equipment) as applicable to the work situation and also provide medical certificate as proof of periodic health check of the contract employees. This is a mandatory requirement of ISO ISO-14001:2015 and OHSAS 18001:2007.

12) Material Safety Data Sheet (MSDS) Certificate to be enclosed with all supplies wherever applicable.

### 13) SECRECY CLAUSE:

a. All the information, know-how, technical data, specification and drawing models or specimens furnished by BEML for the purpose of or in connection with the manufacture and supply of these stores hereby tendered constitute the property of BEML and the supplier shall keep them in strict confidence and he shall not divulge the same to anyone else except under the authority and for the purpose of BEML. All such documents, data, drawing, models and specimens are the property of BEML and shall be returned when done with or when demanded by BEML.

b. The supplier shall not supply material ordered by BEML to anyone else other than BEML and shall not disclose any initiations, development or adaptations thereof to anyone else except with the written consent of BEML.

c. BEML shall be entitled to prevent breach of the above and to damages in case of breach.

14) The rejected materials shall be lifted by the vendors within 90 days from the date of communication of the quality notification by the quality department failing which the same shall be scraped by BEML without further notice.

15) All Other Terms and Conditions of our Tender Enquiry/ Bid Invitation also forms part of this Purchase Order.

### (B) GST Terms & Conditions

1) The Supplier is required to comply with all the applicable provisions of the GST Laws / Rules / Notifications / Circulars and to furnish required documents / details within the prescribed time limit to enable BEML to claim the benefits of GST Input Tax Credit or any other benefit.

2) The Supplier is required to furnish proper Invoice/Supplementary Invoice / Debit Note /Credit Note in the form and manner prescribed under GST Laws / Rules / Notifications / Circulars containing all the particulars mentioned therein and within the prescribed time limit as per prevailing GST Laws / Rules / Notifications / Circulars. In case of non-compliance by the Supplier, BEML shall not make any payment towards GST against such invoice until it is complied with within the timeline prescribed under GST Laws / Rules / Notifications / Circulars, and also subject to BEML being in a position to avail GST Input Tax Credit as per applicable GST Laws / Rules / Notifications / Circulars.

3) In case of discrepancy in the data uploaded by the Supplier in the GSTN portal or incase of any shortages or rejection in the supply, BEML will notify the Supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue Credit note (details to be uploaded in GSTN portal) for the shortages or rejections in the supplies, within the prescribed time limit to enable BEML to avail GST Input Tax Credit.

4) In case, the availment of GST Input Tax Credit by BEML is delayed for any reason other than those attributable to BEML, interest at applicable rate as prescribed under GST Laws / Rules / Notifications / Circulars for such delays shall be recovered from the Supplier.



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5) In case Supplier delays declaring such invoice in his GST Return and GST Input Tax Credit availed by BEML is denied or reversed subsequently as per GST Laws / Rules / Notifications / Circulars, GST amount paid by BEML towards such reversal as per GST Laws / Rules / Notifications / Circulars shall be recoverable from Supplier along with applicable interest.

6) If BEML has not paid/short paid to the Supplier for any invoices within the time limit prescribed under GST Laws/Rules/Notifications/Circulars due to non-compliance of GST Laws / Rules / Notifications / Circulars by Supplier or any other reason attributable to Supplier and leads to any GST Input Tax Credit reversal by BEML, any losses / expenses / cost / penalty, etc incurred by BEML shall be recoverable from the Supplier.

7) Wherever applicable, BEML will have the right to deduct "Tax Deducted at Source" at the rate prescribed under the GST Laws /Rules / Notifications / Circulars and to remit the same to the Government.

8) In case of supplies made under Reverse Charge Mechanism, the Supplier needs to comply with the provisions under the GST Laws / Rules / Notifications / Circulars in terms of supply of Goods/Services and raising of invoice, so as to enable BEML to remit applicable GST to Govt., within the prescribed time limit and avail GST Input Tax Credit on the same. If the Supplier fails to comply with the above and as a result if BEML incurs any losses / expenses / cost / penalty, BEML shall be entitled to recover the same from the Supplier. Further the Supplier has to mention that "The liability of payment of GST amounting to Rs \_\_\_\_\_ is on the Recipient of Service" in the invoice raised on BEML.

9) The Supplier is required to comply with the E-Way Bill Provisions under GST Laws / Rules / Notifications / Circulars. If the Supplier fails to comply with the said provisions and as a result if BEML incurs any losses / expenses / cost / penalty, BEML shall be entitled to recover the same from the Supplier.

10) In case of materials/goods issued to Supplier for Job Work, the Job Work Supplier is required to return the goods within the time limit prescribed in the Purchase Order. If the Job Work Supplier fails to return the goods as above, BEML will be entitled to raise a GST Supply Invoice on the Job Worker Supplier with applicable interest as per the provisions of GST Laws / Rules / Notifications / Circulars. In such cases, BEML will be entitled to recover all such GST/interest on GST losses / expenses / cost / penalty, etc. incurred by BEML along with interest from the Job Work Supplier. Further in such cases where the GST invoice has been raised by BEML, on return of such goods after the prescribed time limit, the Job Work Supplier needs to return the same under GST invoice.

11) GST portion of the invoice shall be released only upon the Supplier declaring such invoice in his GST Return and payment of GST thereof to appropriate government and satisfying all the conditions mentioned above. However, in case the Supplier wishes to obtain the payment of GST portion also along with the payment of the base value of the invoice, Supplier has the option to submit Bank Guarantee of an amount equivalent to the GST portion of the invoice plus 3 months# interest at prevailing rate of interest under GST Laws/Rules/Notifications/Circulars as applicable in case of reversal of GST Input Tax Credit. Such Bank Guarantee shall be valid till 30th September of the next financial year or filing of GST Annual Return by Supplier/Vendor (for which such invoice pertains to), whichever is earlier. BEML will release Bank Guarantee only when the Supplier declaring such invoice in his GST Return and remittance of GST thereon to the Govt. In case the Supplier fails to fulfill the required conditions resulting in BEML not been able to avail GST Input Tax Credit Bank Guarantee shall be encashed and such GST amount along with interest and any other cost/loss incurred by BEML shall be recoverable from Supplier.

12) The Supplier have the option to give one Bank Guarantee of appropriate value after considering his estimated value of GST involved in invoices raised on BEML instead of Bank Guarantee for each Contract/Invoice. In case of payment through LC, suitable provisions/clause will be inserted while opening LC to ensure compliances of above conditions. However, if at any point of time value of such Bank Guarantee falls short of GST plus interest thereof, Supplier will have to either furnish Bank Guarantee for Differential value or such shortfall value of Bank Guarantee vis-à-vis GST plus interest thereof shall be withheld till Suppliers fulfils its obligations specified under above clauses.

# BEML LIMITED

(A Govt. of India Mini Ratna Company Under Ministry of Defence)

CIN : L35202KA1964GOI001530

REGD OFFICE : BEML SOUDHA

23/1, 4th Main, S.R. Nagar, Bengaluru - 560 027



## Purchase Order

PO number/date 4510004329 / -0 / 25.01.2022

13) BEML will be entitled to recover all losses / expenses / cost / penalty, etc. incurred by BEML along with applicable interest from the Supplier due to reasons other than those attributable to BEML.

14) If the Supplier is a Composition/Unregistered Dealer, the Supplier needs to comply with the provisions under the GST Laws / Rules / Notifications / Circulars in terms of supply of Goods / Service and raising of invoice. In case, the Supplier fails to comply with the above and as a result if BEML incurs any losses / expenses / cost / penalty, BEML shall be entitled to recover the same from the Supplier along with applicable interest.

Thanking you,  
Yours faithfully

For BEML Limited,

(TERMS & CONDITIONS REFER ANNEXURE)

Authorized Signatory